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7
UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

8 LARS JENSEN,

9 Plaintiff,

10 v.

11 NATALIE BROWN, et al.

12 Defendants.

Case No. 3:22-cv-00045-ART-CLB

13
STIPULATED PROTECTIVE ORDER REGARDING
CONFIDENTIALITY OF DISCOVERY MATERIAL

14 It is hereby stipulated by and between Plaintiff Lars Jensen and all Defendants, by and
15 through their undersigned counsel of record, as follows.

16 Discovery in this action may require the parties to disclose records and/or information
17 that is confidential, proprietary, and sensitive because, *inter alia*, parties seek discovery that
18 includes or refers to personnel matters and/or records; student matters and/or records;
19 administrative and teaching faculty committees/organizations internal deliberative processes;
20 personal information such as addresses, telephone numbers, medical information, salary
21 information, and other information peculiar to an individual and usually considered private;
22 security measures; and/or other matters which are not publicly known and which any party to
23 this action reasonably and in good faith believes is confidential. The foregoing is referred to
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herein as "Confidential Information". Information does not constitute "Confidential Information" solely because a party believes disclosure would harm its public image.

The parties agree that need for the protection of, and the prevention of improper dissemination of, Confidential Information constitutes good cause warranting the entry this Protective Order.

Accordingly, the Parties respectfully request that the Court enter the following stipulated provisions as an order.

PROTECTIVE ORDER

1. If a party is requested to produce documents or answers to written discovery which that party (the “Producing Party”) considers to be Confidential Information; or if there is deposition testimony which any party reasonably and in good faith believes contains Confidential Information, then the procedures in this Protective Order shall apply.

2. A Producing Party may mark as “Confidential” any document or answer to written discovery that contains, in whole or in part, Confidential Information. Such designation shall be made by marking, stamping or typing the word “CONFIDENTIAL” on each page of the document at the time it is produced to the party who requests the document or information (the “Receiving Party”).

3. Any party may designate deposition testimony as "Confidential" by orally making such a designation on the record at the deposition or by written notice to all parties no later than the deadline to prepare errata for any given deposition transcript.

4. If a Receiving Party objects to a Producing Party's confidentiality designation with respect to a particular document or deposition testimony the following procedure will apply:

- 1 a. The objecting party must notify the Producing Party in writing of both the objection
2 and the grounds for the objection within 14 days from the date the document or
3 information was produced, or designated as “Confidential”, whichever is later.
 - 4 b. If the Producing Party does not agree to withdraw the designation, the parties shall
5 attempt to resolve the matter through meeting and conferring. If a resolution does not
6 occur, the Receiving Party may seek relief from the Court by following the
7 procedures in Section V-B of Judge Baldwin’s Civil Standing Order. In such cases,
8 the Producing Party bears the burden of persuading the Court that the material is
9 properly designated as “Confidential”. The Receiving Party must seek relief from the
10 Court within 14 days of the meet-and-confer or the objection will be deemed waived.
 - 11 c. If an objection is made, the documents, testimony, or information at issue shall
12 continue to be treated as confidential unless and until the Producing Party agrees to
13 withdraw the designation or the Court so orders.
- 15 5. Unless the Producing Party consents in advance, a document, information, testimony, or
16 portion, summary, or abstract thereof, that is designated as “Confidential” pursuant to this
17 Protective Order shall not be disclosed to any persons other than the Court and its officers; the
18 parties to this action; counsel of record for the parties; legal assistants and clerical personnel
19 employed by counsel of record; witnesses or court reporters at deposition; or experts retained in
20 connection with this action. Prior to disclosure of any confidential material to any expert, the
21 expert shall be furnished a copy of this Protective Order and agree in writing to comply with its
22 provisions.

1 6. Any documents, testimony, and/or information that has been designated “Confidential”
2 pursuant to this Protective Order may only be used only in the above-captioned action and may
3 not be used in any other action or for any other purpose.

4 7. If a party wishes to file in this action documents, information, or testimony designated as
5 “Confidential” by another party, the party who wishes to file must first give five days’ written
6 notice to all other parties, who may then seek leave of the Court for such material to be filed
7 under seal, following the procedures for discovery motions in Section V-B of Judge Baldwin’s
8 Civil Standing Order. All motions to seal shall address the standard articulated in *Ctr. for Auto*
9 *Safety v. Chrysler Group, LLC*, 809 F.3d 1092 (9th Cir. 2016). During the pendency of such a
10 motion, the deadline for the filing of any papers that seek to include the confidential material will
11 be stayed until five days after the final resolution of the motion, including the resolution of any
12 objection to the presiding Judge. If applicable, the time to file opposition and/or reply papers will
13 be extended by the same amount of time. No provision of this paragraph will apply when a
14 Producing Party seeks to file its own documents.

16 8. To the extent production in this action of any confidential personnel document or
17 information requires a Court order pursuant to Nevada System of Higher Education Handbook
18 Title 2, Ch. 5. Section 5.6.2, or any other rule, law, or regulation, this Protective Order constitutes
19 such an order. However, neither the Parties’ entry into this Stipulation, nor the Court’s entry of
20 the Stipulation as a Protective Order, constitutes a waiver of any objection to production,
21 including on the basis of confidentiality, or a mandate that any particular confidential document
22 be produced.

24 9. Any designation of “Confidential” pursuant to this Protective Order does not apply to a
25 separate copy of a document lawfully and independently obtained by the Receiving Party.
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1 10. Nothing in this Protective Order prevents a Producing Party's from redacting information
2 from a produced document when appropriate.

3 11. Inadvertent failure to designate any document, transcript, or other materials as
4 “Confidential” will not constitute a waiver of an otherwise valid claim of confidentiality
5 pursuant to this Protective Order, so long as a claim of confidentiality is promptly asserted after
6 discovery of the inadvertent failure. If a party designates a document as “Confidential” after it
7 was initially produced, the Receiving Party, on notification of the designation, must make a
8 reasonable effort to assure that the document is treated in accordance with the provisions of this
9 Order, and upon request from the Producing Party certify that the designated documents have
10 been maintained as confidential information.

11 12. In the event that a Producing Party inadvertently produces material or documents subject
12 to a claim of privilege, that Party does not waive such claim if, within a reasonable amount of
13 time after it actually discovers that such material or documents were produced, the Party notifies
14 all other Parties of the inadvertent disclosure of privileged items, identifying the material or
15 documents produced and stating the privilege asserted. Within ten days of such notification, the
16 Receiving Party must return the specified material or documents and any copies and must
17 permanently destroy any electronic copies of such material. Mere failure to diligently screen
18 documents before producing them does not waive a claim of privilege. If any Party contends that
19 any document subject to this Paragraph is not privileged, such Party must comply with this
20 Paragraph but may challenge the privilege designation pursuant to Paragraph 4 of this Order.

21 13. Third parties who are the subject of discovery requests, subpoenas or depositions in this
22 case may take advantage of the provisions of this Protective Order by providing the Parties with
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written notice that they intend to comply with and be bound by the terms of this Protective
1 Order.
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3 14. Within 45 days of the entry of the final order concluding this action, all confidential
4 documents or things; any copies, summaries, and abstracts thereof; or notes relating thereto, shall
5 be returned to the Producing Party or destroyed by the Receiving Party (including by being
6 shredded), at the option of the Receiving Party, with proof or attestation of such destruction of
7 records being transmitted by the Receiving Party to the Producing Party, except as otherwise
8 ordered by the Court or stipulated in writing by the parties.
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10 15. This Protective Order may be amended, without prior leave of the Court, by the
11 agreement of counsel for the parties in the form of a stipulation and order that shall be filed with
12 the Court.
13

IT IS SO STIPULATED.

14 DATED: November 23, 2022

15 DATED: November 23, 2022

16 /s/ John M. Nolan
17 John M. Nolan, Esq. (NSBN 15790)
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20 *Attorney for Plaintiff*

21 /s/ Kiah D. Beverly-Graham
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24 *Attorney for Defendants*

25 **The Court's jurisdiction with respect to this protective order will terminate upon
26 the conclusion of this case.**

27 **IT IS SO ORDERED.**

28 Dated: November 28, 2022


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30 UNITED STATES MAGISTRATE JUDGE
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